

Ref #	Hits	Search Query	DBs	Default Operator	Plurals	Time Stamp
L1	2348186	verif\$8 or authenticat\$5 or authori\$7 or approv\$5 or permi\$7	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:52
L2	1415772	license or access\$3	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:53
L3	158423	1 with 2	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:53
L4	35115	license	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:53
L5	12239	3 and 4	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:54
L6	961051	ID or identificaiton or identifier	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:54
L7	3143219	compar\$5 or constrast\$3	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:54
L8	41245	6 with 7	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:55
L9	1564	5 and 8	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:55

L10	22530	(product or software or content) near3 6	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:56
L11	438	9 and 10	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:57
L12	47837	(client or user or owner) near3 6	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:58
L13	351	11 and 12	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:58
L14	53	13 and @ad<"20000428"	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:58
L15	15	13 and @prad<"20000428"	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:58
read (L16)	61	14 or 15	US-PGPUB; USPAT; EPO; JPO; DERWENT; IBM_TDB	OR	ON	2005/09/09 17:58

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Set	Items	Description
S1	1880231	ID OR IDS OR IDENTIFICATION? ? OR IDENTIFIER? ?
S2	14838757	USER? ? OR CLIENT? ? OR OWNER? ?
S3	43830	S1 (3N) S2
S4	41614	PRODUCT? ? (3N) S1
S5	0	SOFTWARE? ? (3N) S1
S6	20291	SOFTWARE? ? (3N) S1
S7	4263	CONTENT? ? (3N) S1
S8	63918	S4 OR S6 OR S7

S9 3099474 LICENSE? ?  
 S10 1192 S3 AND S8 AND S9  
 S11 10397 (COMPAR????? OR CONTRAST???) (8N) S1  
 S12 31 S10 AND S11  
 S13 14697116 VERIF????????? OR AUTHENTICAT????? OR AUTHORI????????? OR APPR-  
                   OV????? OR PERMI?????????  
 S14 27 S12 AND S13  
 S15 17 S14 NOT PY>2000  
 read S16 10 RD (unique items)  
       ?

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16/K/1 (Item 1 from file: 15)  
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01829241 04-80232

**Monopoly bundling in cyberspace: How many products does Microsoft sell?**

Meese, Alan J  
Antitrust Bulletin v44n1 PP: 65-116 Spring 1999  
ISSN: 0003-603X JRNL CODE: ANB  
WORD COUNT: 18956

...ABSTRACT: or OEMs) to purchase Internet Explorer (IE) - Microsoft's Internet browser - if they desire a **license** to "pre-load" the company's Windows operating system on personal computers before they are...  
...TEXT: or OEMs) to purchase Internet Explorer (IE)-Microsoft's Internet browser-if they desire a **license** to "pre-load" the company's Windows operating system (OS) on personal computers (PCs) before...Microsoft distributed IE 4.0 on a separate CD ROM, and amended its Windows 95 **license** agreements to require OEMs to ship the CD with pSoon thereafter, the agreements were again...the procedure described by the government actually removes the browser or. instead. simply denies the **user** access to it. **Id** . See also notes 166-68 infra and accompanying text.

Footnote:

See Microsoft, 1998-2 Trade...

...preliminary injunction); United States v. Microsoft Corp.. 56 F.3d 1448 (D.C. Cir. 1995) ( **approving** decree); 59 Fed. Reg. 59.426 (Nov. 17. 1994) (reproducing decree).

Footnote:

" See Microsoft, 980...tie of rivet-setting machines and rivets). See also note 39, supra (collecting Supreme Court **authority** for the same proposition). The court reached this conclusion, it should be noted, despite its...efficiencies a single product. See AREEDA ET AL., supra note 50, 1749a2. Thus, the treatise **approves** of the result in Principe, although many franchisors do not. as McDonald's did there...

...their franchisees to lease real estate from them. See id. 1749a2, at 256, n.25 ( **approving** Principe). The treatise implicitly concedes, then, that the separate demand test does not identify all...an automatic loading mechanism and thus lowered the cost per megabyte of storage capacity); but **compare** id . at 232-33 (relying also upon fact that combiconsistent with industry practice). See also Foremost...

...into account as affirmative, business justification defenses rather than [by] folding them into the separate **products** issue." **Id** .

See AREEDA ET AL., supra note 50, 1 1746, at 227.

Footnote:

For instance, this...part, on the fact that small performing rights societies offered the very sort of blanket **license** there under challenge.

441 U.S. at 22-25. While the fact that this mechanism...  
...to "improved product innovation efforts"); BMI. 441 U.S. at 16-25  
(holding that blanket **license** agreement that "substantially lower[s]  
costs" essentially created a new product and was

Footnote:

properly...

...NCAA's policy of concerted output decisions); BMI, 441 U.S. at passim  
(reviewing blanket **license** agreement whereby ...LTD v. Unisys Corp.. 925  
F.2d 670, 675-76 (EJ Csr 14yl (finding that **license** of software was a  
"good" subject to mer,hznlab' provisions of the U.C.C...

16/K/2 (Item 2 from file: 15)

DIALOG(R) File 15:ABI/Inform(R)

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01755754 04-06745

**Lochner in cyberspace: The new economic orthodoxy of "rights management"**

Cohen, Julie E

Michigan Law Review v97n2 PP: 462-563 Nov 1998

ISSN: 0026-2234 JRNL CODE: MLW

WORD COUNT: 53112

...TEXT: inducing the creation of digital works and increasing consumers'  
access to information, is that which **permits** copyright owners to maximize  
control over the terms and conditions of use of their digital...the  
maximum-hours legislation on health grounds would work a dramatic expansion  
of the states' **authority** to interpose protective regulation in the  
workplace.<sup>16</sup> This the Court refused to do. Instead...

...state as constituted via the social contract for limited purposes.<sup>15</sup>  
Within this vision, legislative **authority** to shape default rules for  
social conduct encompassed only the specific terms of the original...

...turn-of-the-century governments undertook a broad variety of economic  
legislation pursuant to their recognized **authority** to promote the  
"general welfare."<sup>21</sup> Outside the bounds of this general regulatory  
**authority**, however, the state's role was limited to policing private  
property rights and enforcing private...would look to Lockean intellectual  
property theorists to support their claims to broad rights management  
**authority**. Although the Constitution expressly **authorizes** only a limited  
grant of exclusive (i.e., property-like) rights to authors, the  
Enlightenment...

...copyrighted material must incur search costs to find material, exchange  
costs if she decides a **license** is necessary, and uncertainty costs if she  
decides it is not. Digital networks and CMS...undertake these tasks,  
because it has no reliable means of valuing intellectual property, because  
legislated **license** terms are comparatively inflexible, and because the  
legislative process is subject to capture by interest groups.<sup>53</sup> Moreover,  
he believes that the **licenses** administered by collective rights  
organizations will be "closely akin" to compulsory **licenses**, in that they  
will be available to anyone willing to pay the required price and...

...O'Rourke, Bell, and Merges differ as to whether and when public policy

might be **permitted** to override private contractual ordering of rights in digital works.<sup>59</sup> For Bell, the answer...Instead, much like the typical software purchase today, they will be governed by standard form "**licenses**" that include provisions regarding **permissible** and impermissible uses.<sup>70</sup> Digital CMS enable the use of such "click-through" contracts to...

...are, however, presumptively enforceable if the applicable disclosure standards were met.<sup>74</sup> The UCC does **authorize** refusal to enforce terms that are unconscionable, but the threshold for unconscionability is high.<sup>75</sup> ...

...for a regime based primarily on market ordering. It held that a mass-market shrinkwrap **license** met the requirements of voluntary assent and non-universality because the defendant consumer remained free to return the product and seek better terms elsewhere, and because the **license** would not bind an individual who found a copy of the work lying in the...be copied or otherwise accessed by unauthorized third parties, so it is irrelevant that the **licenses** would not bind them if they did gain access.<sup>86</sup> And the opportunity to engage...

...copyright legislation and Merges's depiction of the rate-setting process under the legislated compulsory **license** for sound recording rights.<sup>99</sup> Nor is it entirely inaccurate; as Jessica Litman has documented...we want it to be. Merges's discussion of performing rights societies (copyright collectives that **license** public performance rights in musical compositions) is not to the contrary. ASCAP and BMI, the...

...decrees require ASCAP and BMI to make membership available on a nondiscriminatory basis, to issue **licenses** to all who request them, and to accept a judicially determined reasonable fee (ASCAP) or a...that the competitor be enjoined from using the news at all without the AP's **permission**.<sup>170</sup> Although some courts have sought to limit INS - and avoid copyright preemption - by imposing...what is owned. To the extent that creativity is cumulative, it eludes attempts to set **authorial** or ontological boundaries.<sup>190</sup> Put differently, the boundaries of the **authorial** work and the literal boundaries of the copy that embodies it do not coincide; the...by using more durable CD-ROM media to distribute software products, and encryption coupled with "**licensed**" **authorized** -user access codes, rather than malfunction-prone jamming devices, to protect against copying.<sup>235</sup> Although...of copyright, and that federal copyright law and policy instead should be interpreted affirmatively to **authorize** such conduct.<sup>264</sup> Considered within the "contested exchange" framework, such technological countermeasures are simply consumers...the negative "power to switch" as exercised by individuals. Consumers cannot claim the right or **authority** to participate in decisions about product development, or in the selection and drafting of standard...scholarly research, and classroom instruction, users may be disinclined (or simply unable) to pass increased **license** fees through to their customer base because of limitations imposed by other institutional and social... Individuals do not buy copyrighted works out of an abstract sense of economic efficiency or **authorial** desert; they buy them for the benefits they expect to receive under the existing entitlements then digital rights management technologies and digital shrinkwrap **licenses** are a market failure waiting to happen. In that case, we might plausibly conclude that ...

...expose children to the importance of intellectual property and of asking - and, presumably, paying - for **permission** to use it.<sup>353</sup> The distribution of power in a contested exchange also will affect...law considers fair uses

will not do so, either for economic reasons or because the **license** that governs usage rights forbids it. The locus of control over progress will shift slightly...

...of accepted practice in scholarly and research communities, because there now exist market mechanisms to **license** photocopying rights.<sup>370</sup> Thus, both decisions rest on the same narrow view of the fair...Maureen A. O'Rourke, Drawing the Boundary Between Copyright and Contract: Copyright Preemption of Software **License** Terms, 45 DUKE L.J. 479 (1995) [hereinafter O'Rourke, Drawing the Boundary].

Footnote:  
6...

...The "progress" criterion is constitutionally-mandated. See U.S. CONST. art. I, 8, cl. 8 ( **authorizing** Congress to grant intellectual property rights "[t]o promote the Progress of Science and useful...uk/download.htm#finyear>.

Footnote:

The term "click-through" (or "click-wrap" or "web-wrap") **license** refers to a contract created by requiring the would-be purchaser of a digital work ...

...new Article 2B for the Uniform Com

Footnote:

mercial Code that would render click-through **licenses** for digital works valid and enforceable whether or not the terms were actually disclosed before payment. See U.C.C. ART. 2B: **LICENSES** 2B-208 (Annual Meeting Draft July 1998) (available at <<http://www.law.upenn.edu/library...of American Publishers>): *id.* at 68-77 (statement of Robert W. Holleyman II, President, Business **Software** Alliance); *id.* at 212-16 (statement of Gail Markels, General Counsel and Senior Vice-President, Interactive Digital **Software** Association); *id.* (statement of Tom Ryan, CEO, SciTech Software, Inc., on behalf of the **Software** Publishers' Association); *id.* at 156-61 (statement of Allee Willis, songwriter, on behalf of Broadcast Music, Inc.); National...have their own unique identifier if the publisher chooses. See Paula Berinstein, DOI: A New **Identifier** for Digital **Content** (visited Oct. 10, 1998) <<http://www.infotoday.com/searcher/jan/story4.html>>.

Footnote:

41. Bell...57. See *id.* at 134-35; see also O'Rourke, *supra* note 49, at 696 ( **approving** Merges's suggestion as applied to Internet hyperlinks, and suggesting that the choice of redistributive...

...note 5, at 80. Indeed, the characterization of non-negotiable and essentially uniform mass-market **license** terms restricting use of intellectual property as "private legislation" originates with Merges. See Robert P...

...Copyright Preemption, *supra* note 5, at 82-84, 88-89 (suggesting that a mass-market **license** term that conflicts with copyright could be held invalid if it is not "reasonable" given...



...correlate with market price for improvement rights, or that owners will be equally willing to **license** all types of improvements. See also Lemley, *supra* note 6, at 1048-61; Merges, *Are...also* O'Rourke, *Drawing the Boundary*, *supra* note 5, at 487-95 (discussing typical software **license** terms); David A. Rice, *Public Goods, Private Contract Prohibitions and Public Policy: Federal Preemption of Software License Provisions Against Reverse Engineering*, 53 U. PITT. L. REV. 543, 552-67 (1992) [hereinafter Rice, *Public Goods*] (same).

The application of " **license** " terminology to digital works is contested. In the nondigital world, the purchaser of a book...

...the first sale doctrine, software developers have attempted to characterize the initial transaction as a **license** of usage rights rather than a sale. See, e.g., O'Rourke, *Drawing the Boundary*...

...F. Supp. 759, 762-66 (D. Ariz. 1993); Mark A. Lemley, *Intellectual Property and Shrinkwrap Licenses*, 68 S. CAL. L. REV. 1239, 1244 n.23 (1995) (collecting cases). But see *ProCD, Inc. v. Zeidenberg*, 86 F.3d 1447 (7th Cir. 1996) (Easterbrook, J.) (holding shrinkwrap **license** terms that restricted ongoing use of product enforceable); *Hill v. Gateway 2000, Inc.*, 105 F...

...Uniform Commercial Code rejects the majority viewpoint and adopts Judge Easterbrook's, treating most shrinkwrap **license** terms as enforceable restrictions that render the consumer's use subject to the copyright owner's ongoing control. See U.C.C. ART. 2B: **LICENSES** (Annual Meeting Draft July 1998), *supra* note 24, at Preface, Pt. 2: Basic Themes; Rice... 1998 annual meeting. However, the American Law Institute (ALI), which has the power of final **approval**, expressed serious reservations, as did many other commentators. See, e.g., Letter from Prof. Geoffrey...

...Expand, 87 CALIF. L. REV. 17 (1999); Pamela Samuelson, *Does Information Really Have to Be Licensed?*, 41 COMM. ACM 15 (Sept. 1998) <<http://sims.berkeley.edu/~pam/papers/acm 2B.html>...

...as "private legislation" - de facto legislation produced by private firms pursuant to a delegation of **authority** from the state, via the legal rules governing the formation and enforceability of such contracts...

...A.N. at 5745-48; Dennis S. Karjala, *Federal Preemption of Shrinkwrap and On-Line Licenses*, 22 U. DAYTON L. REV. 511, 524, 527-28, 537-39 (1997); Lemley, *supra* note...

...1447 (7th Cir. 1996).

Footnote:

The question whether the Copyright Act preempts certain provisions in **licenses** for digital works is really two questions. The first question, discussed in the text, is...

...and when that provision provides a 'reliable indicium of congressional intent with respect to state **authority**,' . . . 'there is no need to infer congressional intent to pre-empt state laws from the...*supra* note 49, at 696-97 (suggesting that constitutional considerations require preemption of standard form " **license** " terms barring World Wide Web linking).

Footnote:

84. See ProCD, Inc., 86 F.3d at...

...53 (applying the "extra element" test to a state law misappropriation claim and discussing collected **authorities** on the scope of 301 preemption). But see Rice, Public Goods, *supra* note 70, at...

...of bargaining).

Footnote:

Under proposed Article 2B of the UCC, this distinction vanishes entirely, because **license** restrictions would bind third parties. See U.C.C. ART. 2B: **LICENSES** (Annual Meeting Draft July 1998), *supra* note 24, Sec 2B-507; cf. *id.* at Preface...mass-market context, should retain some meaning).

Footnote:

87. See U.C.C. ART. 2B: **LICENSES** (Annual Meeting Draft July 1998), *supra* note 24, Sec Sec 2B-111, -112(b)-(c)...

...be near-costless). Instead, the proposed draft would afford consumers who enter into mass-market **licenses** a limited rescission right after purchase but before use. See U.C.C. ART. 2B: **LICENSES** (Annual Meeting Draft July 1998), *supra* note 24, Sec 2B-112(b)-(c) & cmts. 2...  
...Recognizing the inconsistency with 301, O'Rourke argues that Sec 301 is "mechanical" and that **authority** to conduct a market analysis should be inferred to avoid preemption of "many" standard form **license** terms that conflict with copyright. See O'Rourke, Copyright Preemption, *supra* note 5, at 87...Pallas Loren, Redefining the Market Failure Approach to Fair Use in an Era of Copyright **Permission** Systems, 5 J. INTELL. PROP. L. 1, 32-48 (1997) (arguing that the vision of...text accompanying notes 25-26.

127. See U.S. CONST. art. I, 8, cl. 8 ( **authorizing** limited grant of exclusive rights to promote "Progress").

Footnote:

128. Cf. Wendy J. Gordon, Toward...6, at 1056-61 (discussing other reasons that might lead existing copyright owners to refuse **licenses** for socially valuable improvements). 131. As explained *supra* at text accompanying notes 24-32, digital...

...about the desirability of collective licensing arrangements for copyrighted works, for which there is no **comparable** guarantee. See *id.* at 1342-52; Cf cf GARY D. LIBECAP, CONTRACTING FOR PROPERTY RIGHTS 24-28, 116...proves too much; the framers may well have understood "property" as Hardy describes, but they **authorized** Congress to grant only "exclusive [r]ights" for "limited [t]imes." U.S. CONST. art...

...note 83; Meredith L. McGill, The Matter of the Text: Commerce, Print Culture, and the **Authority** of the State in American Copyright Law, 9 AM. LITERARY HIST. 21 (1997). A full...on file with author). The prohibition on reverse engineering found in most mass-market software "**licenses**" also is remarkably uniform. See, e.g., O'Rourke, Drawing the Boundary, *supra* note 5 ...Barlow seem comfortable with the idea that purveyors of digital

information should enjoy broad contractual **authority** . See Barlow, supra; Brand, supra; Dyson, supra. The theory seems to be that if contractual...

...Philip E. Ross, Cops Versus Robbers in Cyberspace, FORBES, Sept. 9, 1996, at 134; A **License** You'd Like to Lose, PC MAG., Apr. 22, 1997, at 29; see also Coffee...that the firms often do not enforce them."). In addition, many courts have held "shrinkwrap" **license** provisions unenforceable. See supra note 70. On content providers' strategy for responding to this judicial...STAN. L. REV. 1487 (1997). GNU products, for example, are distributed under a "General Public **License** " that requires users to forgo proprietary rights in their own modifications to the software and...

...on H.R. 2281 and 2280, supra note 33. See U.C.C. ART. 2B: **LICENSES** (Annual Meeting Draft July 1998), supra note 24, 2B-208, -310, -714, -715; sources cited...at 164-71; Samuelson, supra note 9.

Footnote:

275. See U.C.C. ART. 2B: **LICENSES** (Annual Meeting Draft July 1998) supra note 24, 2B-208. At the NCCUSL's July 1998 annual meeting, the commissioners **approved** a motion directing the drafting committee to amend Article 2B to allow judges to abrogate...

...expression" and referring only generally to "fundamental public policy." See U.C.C. ART. 2B: **LICENSES** (Annual Meeting Draft July 1998), supra note 24, 2B-105(b) & notes. 276. See U.C.C. ART. 2B: **LICENSES** (Annual Meeting Draft July 1998), supra note 24, 2B-310, 715; Cohen, supra note 49...

...state law rights). As noted above, however, courts have differed on the enforceability of "shrinkwrap" **license** terms as a matter of contract law. See supra note 70. Proposed Article 2B would...

...UCC drafting process, which does not involve public officials. See U.C.C. ART. 2B: **LICENSES** (Annual Meeting Draft July 1998), supra note 24 (listing members of drafting committee); id. at...105th Cong. (1998); WIPO Copyright Treaties Implementation Act, H.R. 2281, 105th Cong. (1997); Senate **Approves** Digital Copyright Act; Similar Proposal Moving Through House, 66 U.S.L.W. (BNA) 2710...

...rights of free speech or the press for activities using consumer electronics, telecommunications, or computing **products** ." See *id.* The Digital Millennium Copyright Act is by no means an unqualified "victory" for consumers; for...to groups whose interests do not overlap with use of any particular set of consumer **products** " (emphasis added)); *id.* at 337-46 (showing that, in advertiser-supported media, competition among media products designed for...Act gives copyright owners exclusive rights to make and distribute copies of works and to **authorize** public performances and displays, not rights to control all reading and viewing of their works...13-14. Stefik and Silverman suggest a Digital Property Trust that would grant "fair use **licenses** " to qualified parties, who could then "exercise privileged rights on the digital work not normally...

...include insurance designed to protect digital publishers against the possibility of abuse by professed fair **users** . See *id.* The proposal intentionally leaves a number of important questions unanswered -- should there be a charge for the fair use **license** ? who may qualify for a **license** ? who decides what uses are "fair"? who pays for the insurance? what measures will be...

...fair users' privacy rights? - and fails to note others -- might the system be designed to **permit** certain uses without pre-screening? is insurance for publishers really necessary?. Nonetheless, it represents precisely...

16/K/3 (Item 3 from file: 15)

DIALOG(R) File 15:ABI/Inform(R)

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01385126 00-36113

A "comment J" Parry to Howard Latin's "good" warnings, bad products, and cognitive limitations

Weissman, Kenneth Ian

St. John's Law Review v70n4 PP: 629-691 Fall 1996

ISSN: 0036-2905 JRNL CODE: SJLR

WORD COUNT: 27124

...ABSTRACT: has been dubbed the "comment j presumption." Critics of current product warning doctrines argue that **permitting** manufacturers to avoid liability by adding an adequate warning label keeps accident levels unnecessarily high...

...TEXT: has been dubbed the "comment j presumption." Critics of current product warning doctrines argue that **permitting** manufacturers to avoid liability by adding an adequate warning label keeps accident levels unnecessarily high...<sup>89</sup> Manufacturers who failed to comply with these or other similar requirements would not be **permitted** to avail themselves of the comment j presumption.

Furthermore, Professor Latin's functional illiteracy argument...

...and understanding documents or simply presume their competence. In order to receive a driver's **license**, for example, an applicant must pass a written test demonstrating knowledge of the rules of...was aware of the rifle's dangerous propensity,<sup>319</sup> but took the gun without obtaining **permission** from his parents or having read the instructions. When he "pointed the barrel of the...difficulty in defending against such actions, and the 'apparently' low cost of placing warnings on **products** ." *Id.* (citations omitted); see also VISCUSI, *supra* note 14, at 132 ("The major issue is no...the American Law Institute adopted Tentative Draft No. 2 of the Restatement (Third) of Torts: **Products Liability**." *Id.* "Despite the A.L.I.'s adoption of

Footnote:

Tentative Draft No. 2, the debate...

...the commercial chain of distribution, and the omission of the instructions or warnings renders the **product** not reasonably safe. *Id.*

Footnote:

37 *Id.* at 2 cmt. a.

38 *Id.*; see also Henderson & Twersky, *supra* note...

...in using the product for its particular purpose would not be obvious to a "reasonable **product user** ." *Id.* Since reasonable people may disagree

as to which risks are "obvious," that is a question...

...or that the consumer's failure to heed warnings is an unforeseeable misuse of the **product** . *Id* . at 1257. 45 *Id*. at 1205. 46 *Id*. at 1195.

Footnote:

47 *Id*. at 1198...actions where child users failed to read or follow warning labels, arguing that such decisions **permit** manufacturers to ...of a warning label does not decrease the possibility of product related injuries since few **users** read the warning. *Id* .

Professor Latin suggested that this study was plausible and agreed that, while this conclusion may...

...regarding natural disasters. *Id*. Dorris & Purswell suggest that this reluctance extends to warnings about common **products** . *Id* . Professor Latin posits that consumers rely upon prior knowledge and past experiences with common products...Consumers know that the design and manufacture of appliances may be affected by human error. *Id* . Since numerous **product** successes would imply a forthcoming failure, the representativeness heuristic biases users towards pessimism, making it...

...of a product may cause consumers to ignore negative attributes, resulting in cognitive dissonance affecting **product** selection. See *id* .

215 *Id*. "Framing" refers to the phenomenon whereby individuals respond in "unexpected" ways to information...One study found that less than 10 of antacid purchasers recalled any portion of the **product** 's warning label. *Id* . Analogous studies measured the ability to recall propaganda posters, traffic safety posters, and traffic signs...manufacturer is not required to produce a product that is wholly incapable of injuring the **user** ." *Id* . at 266-67. 281 The warning stated, in part:

WARNING - EXTREME DANGER ... VELCRO closure has...

...ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE." *Id* . at 533.

285 **Compare** Campos v. Firestone Tire & Rubber Co., 485 A.2d 305, 310 (N.J. 1984) (stating...protection on the ground that users could have avoided the injuries if they had heeded **product** warnings." *Id* . at 1196-97 (emphasis in original).

324 "[W]arnings will not exculpate when the product...

...risks cannot reasonably be implemented, adequate instructions and warnings will be sufficient to render the **product** reasonably safe.

Footnote:

*Id* . at cmt. k. This partially addresses Professor Latin's concern that "[p]roduct warnings and...

16/K/4 (Item 1 from file: 16)  
DIALOG(R) File 16:Gale Group PROMT(R)  
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05887741 Supplier Number: 53078760 (USE FORMAT 7 FOR FULLTEXT)  
**ID-Trak(TM) Enterprise Offers Scalable, Realtime Defenses for Distributed  
 Intranets, Extranets and Internet Sites.**

PR Newswire, p0323  
 Oct 13, 1998  
 Language: English Record Type: Fulltext  
 Document Type: Newswire; Trade  
 Word Count: 955

... been fortified to best meet corporate security requirements within  
 broadly distributed computing environments.

Enterprise Feature **Comparison \*** ID  
 -Trak(TM) ISS Enterprise  
 RealSecure(TM)

Version 2.1 Version  
 3.0

Detects hundreds of...  
 ...profiling Yes No

Real-time Signature Deployment Yes No  
 A Java-based administrative console enables **authorized** network  
 administrators convenient management from any popular web browser.  
 Administrative privileges can be further refined...

...resources require high availability and timely delivery of sensitive  
 data to both internal and external **clients** . We found ID -Trak to be an  
 excellent compliment to our security program by providing us the means...

...S. suggested price of \$3995 for 50 nodes and \$9,995 for unlimited nodes.  
 Site **license** pricing is available. Users are invited to obtain a 30-day  
 hassle free evaluation by...

...Stateful Dynamic Signature Inspection (SDSI(TM)) technology which is  
 incorporated in the company's flagship **product** , ID -Traka. ID -Trak(TM)  
 transparently examines packets at near-wire speed to identify, log and  
 terminate unauthorized...

**16/K/5 (Item 2 from file: 16)**  
 DIALOG(R)File 16:Gale Group PROMT(R)  
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04338136 Supplier Number: 46362338 (USE FORMAT 7 FOR FULLTEXT)  
 Comparator **Systems to Unveil Long-Awaited New Fingerprint Identification  
 Systems on May 14 at Major Exhibition in Atlanta.**

Business Wire, p5060073  
 May 6, 1996  
 Language: English Record Type: Fulltext  
 Document Type: Newswire; Trade  
 Word Count: 728

(USE FORMAT 7 FOR FULLTEXT)  
 Comparator **Systems to Unveil Long-Awaited New Fingerprint Identification  
 Systems on May 14 at Major Exhibition in Atlanta.**

TEXT:

...Introduce to the world market its new line of state-of-the-art Biometric Identity **Verification** Systems at the CardTech/SecurTech Exhibition in Atlanta, Georgia on May 14-16.

**Comparator** 's new Series 5000 Fingerprint- **ID** systems, which have been under development for several years, are successors to the Company's ...

...that law enforcement users have now collectively made in excess of 1,000,000 identity **verifications** using ID-1s, without one error having ever been reported to the Company.

The new...

...from Comparator's requirement that the new systems achieve the high accuracy for which the **ID -1** was famous, as well as a **comparison** time of under 1 second. Altogether Comparator has approximately \$10,400,000 invested in the...

...Series 5000 include US and foreign government applications such as passports, resident alien identification, drivers' **licenses** , national identification cards, diplomatic and military security, aircraft boarding control, and welfare fraud control.

Commercial markets include credit card **authorization** , check cashing, ATMs, hospital patient identification, narcotics storage access, healthcare benefits identification, newborn infant/mother...

...has just been entered into with G&A Imaging Ltd., the leading producer of imaging **software** for electronic photo **ID** production, card access, and **ID verification** . Users of its technology include AT&T, Amtrak, Sunbeam, Hitachi, 3M and the Canadian Department of National Defense. Under the new agreement, **Comparator** 's Fingerprint **ID** technology is being incorporated into G&A's Avantguard software for worldwide distribution.

The G...

...fraud-proof financial transactions. The transaction server can provide a database of fingerprints for transaction **authentication** , using Comparator's new fingerprint comparison technology.

IFSI has just been awarded a major systems...

16/K/6 (Item 1 from file: 148)

DIALOG(R) File 148:Gale Group Trade & Industry DB  
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12544781 SUPPLIER NUMBER: 64343963 (USE FORMAT 7 OR 9 FOR FULL TEXT)

**The incremental strengthening of First Amendment protection for commercial speech: lessons from Greater New Orleans Broadcasting.**

Langvardt, Arlen W.

American Business Law Journal, 37, 4, 587

Summer, 2000

ISSN: 0002-7766

LANGUAGE: English

RECORD TYPE: Fulltext

WORD COUNT: 32578

LINE COUNT: 02670

... political and other noncommercial speech. Two "commonsense" differences-commercial speech's supposedly being more readily **verifiable** and more durable than noncommercial speech(76)--caused the Court to recognize what has come...because the government could have enacted a wholesale prohibition of the underlying conduct(,) ... it is **permissible**

for the government to take the less intrusive step of allowing the conduct but reducing...decisions might have indicated. In Board of Trustees v. Fox, (119) the Court seemed to **approve** of the deferential approach utilized in Posadas and offered what appeared to be a pro...

...a radio or television broadcaster to air lottery advertisements only if the advertiser's FCC **license** was for a location in a state that allowed lotteries to operate. (146) The broadcaster raising the challenge (Edge Broadcasting Co.) possessed an FCC **license** for a radio station in a non-lottery state (North Carolina). More than ninety percent...

...permeated the relevant statutes and regulations. Juxtaposed against the beer label restriction was federal law **permitting** --and in some instances even requiring--alcohol content disclosures on labels for wine and other... 18 of the U.S. Code contained sweeping language that barred radio and television stations **licensed** by the Federal Communications Commission (FCC) from broadcasting advertisements for a wide range of gambling...

...commercial for privately owned casinos. (236)

The plaintiffs in Greater New Orleans Broadcasting owned FCC-**licensed** radio and television stations in Louisiana. They wished to broadcast advertisements for private, profit-seeking...1988 statutes also drew the Court's attention. That year's Indian Gaming Regulatory Act **permitted** Native American tribes to conduct gambling operations--including casino gambling--under tribal-state compacts if the relevant state **permitted** gambling for any purpose. (260) These tribal gambling operations were exempted from section 1304's...

...geographically limited; they shield messages from section 1304's reach in States that do not **authorize** such gambling as well as those that do." (264)

According to the Court, the statutes...the Court observed that Congress, "(d)espite its awareness of the potential social costs," had **approved** of casino gambling enterprises run by Native American tribes and had enacted statutes reflecting **approval** of state laws that **authorize** numerous public and private gambling operations. (283) The Court also noted that in exempting certain...of competing State and private interests." (319) Instead, relevant federal law "distinguishes among the indistinct, **permitting** a variety of speech that poses the same risks the Government purports to fear, while...contemplated by part four of the test does not give the government an anything-goes **license** to regulate. The hurdle created by the Central Hudson test's final element remains a...

...unanimous opinion for the Court three years after his 44 Liquormart opinion met with the **approval** of only a plurality of the Justices. (358) Second, Justice Stevens effectively achieved, in Greater...of the commercial speech restriction. (379) By causing the Greater New Orleans Broadcasting Court to **approve** a "presumption" against government attempts to restrict accurate, nonmisleading commercial expression, Justice Stevens took steps...regulation of it. Id. Critics have questioned the soundness of the greater durability and greater **verifiability** distinctions. See, e.g., Richard L. Barnes, A Call For a Value-Based Test of...

...part and concurring in the judgment) (expressing strong doubts about the greater durability and greater **verifiability** distinctions). Even so, the Court has generally continued to cite them as reasons why commercial...

...Liquormart, 517 U.S. at 498-99. Perhaps tellingly, however, the greater



durability and greater **verifiability** distinctions were not mentioned by the Court in Greater New Orleans Broadcasting. See 119 S...commercial speech is entitled to substantial First Amendment protection (and thereby) giving the government unprecedented **authority** to eviscerate constitutionally protected expression." Id. Justice Brennan's comments become especially interesting when one...

...Amendment protection for commercial speech presumably left room for the government to exert significant regulatory **authority**, any such **authority** "would be illusory if it were subject to a least-restrictive-means requirement, which imposes...563-64, 566-70.

(132) 507 U.S. at 417-18, 424-25, 428.

(133) **Id.** at 417 & n.13, 430.

(134) **Compare id.** at 417-19, 425-28, 430-31 (careful and critical examination of relationship between city...

...dissenter in Edenfield. 507 U.S. at 778.

(141) 507 U.S. at 771.

(142) **Id.** at 771-73.

(143) **Compare id.** at 770-73; Discovery Network, 507 U.S. at 417-19, 425-28, 430-31...

...341-44.

(146) 18 U.S.C. (subsections) 1304, 1307 (1994). If the broadcaster's **license** was for a location in a state that did not allow lotteries, advertisements for lotteries...for extending less protection to commercial speech than to its noncommercial counterpart: the supposedly greater **verifiability** and greater durability of commercial speech. See **id.** For discussion of these traditional justifications, see...

...on truthful, nonmisleading commercial speech cannot be explained away" by the standard citation of the **verifiability** and durability distinctions. 517 U.S. at 502.

(203) 517 U.S. at 503. The...

...518, 522-23, 523-28 (Thomas, J., concurring in part and concurring in the judgment). **Compare id.** (expressing desire to eliminate Central Hudson test or at least severely limit its use) with...s message of dissatisfaction with the Central Hudson test.

(222) **Id.** at 526. As further **authority** for the statement quoted in the text, Justice Thomas cited Justice Blackmun's concurrence in...

...Although Justice Thomas made no secret of his distaste for the Central Hudson test, he **approvingly** noted that in the Stevens and O'Connor opinions, the test had been applied in...

...lawful activity at all) would be an equally effective method of dampening demand by legal **users**." **Id.** at 524. Although such an application of the four-part test reached an outcome he...

...occupies a First Amendment position subordinate to that of noncommercial speech. **Id.** He criticized the **verifiability** and durability rationales customarily offered by the Court for extending less protection to commercial speech...

...New Orleans Broadcasting, 119 S. Ct. at 1926-27, 1928-29. Section 1304 prohibited FCC- **licensed** radio and television stations from broadcasting "any advertisement of or information concerning any lottery, gift...U.S.C. (sections) 1307(a)(2) (1994).

(263) 119 S. Ct. at 1928.

(264) **Id . Compare** 18 U.S.C. (sections) 1307(a)(1)(B) (lottery advertisement exemption tied to whether...under federal law--inconsistencies that led to alcohol content disclosures in advertisements and even on **product** labels. See **id .** at 488-90. The Court concluded that the ban on such disclosures on beer labels...

...8 F.C.C.R. 44 (1992). Compare 8 F.C.C.R. 44 (FCC **approves** of broadcast advertisement stating that casino promises "Vegas-style excitement") with In re WTMJ, Inc...4th Cir. 1998). Because the decision was grounded on the FDA's lack of regulatory **authority** , it was unnecessary for the Court to consider the First Amendment argument made by tobacco...

...that Fourth Circuit did not address First Amendment argument and that issue of FDA's **authority** was only question on which certiorari was granted).

The FDA's 1996 move to regulate...

...enacted similar restrictions or the FDA re-promulgated the regulations after a suitable grant of **authority** from Congress, Greater New Orleans Broadcasting would call for the court deciding the inevitable First...

**16/K/7 (Item 2 from file: 148)**

DIALOG(R)File 148:Gale Group Trade & Industry DB  
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11762495 SUPPLIER NUMBER: 57388942 (USE FORMAT 7 OR 9 FOR FULL TEXT)  
**Filing and enforcement under Revised Article 9. (The Uniform Commercial Code Survey)**

Harris, Steven L.; Mooney, Charles W., Jr.  
Business Lawyer, 54, 4, 1965  
August, 1999

ISSN: 0007-6899 LANGUAGE: English RECORD TYPE: Fulltext  
WORD COUNT: 10749 LINE COUNT: 00885

... of work, Revised Article 9 of the U.C.C. is here.(1) It was **approved** by its sponsors, the ALI and NCCUSL, in 1998 and, as of this writing (July...

...many payment streams formerly classified as "general intangibles" (for example, rights to payment from the **license** or sale of intellectual property or real property), leaving sales of interests in loans (including ...1994 revisions to Articles 8 and 9, Revised Article 9 provides that filing is a **permissible** method of perfecting a security interest even in instruments.(34)

WHERE TO FILE

When the...

...agreement or notification,(45) Revised Article 9 generally requires the agreement or notification to be "**authenticated** ."(46) This approach is reflected in the fact that Revised Article 9 explicitly **permits** filing offices to accept financing statements and other records, and to communicate with filers, in...

...a representative of the secured party, (iii) an indication of the collateral, and (iv) an **authorization** by the debtor.(48) Unlike Former Article 9, which required the debtor's **authorization** to be part of the public record (in the form of the debtor's signature),(49) Revised Article

9 dispenses with a signature requirement. Instead, a financing statement may be **authorized** in any **authenticated** record.(50) The debtor's **authentication** of a security agreement is ipso facto **authorization** of the filing of a financing statement covering the collateral described in the security agreement...

...perfect if it satisfies the three formal requirements of section 9-502(a) and is **authorized** by the debtor. If an address or section 9-516(b)(5) information is incorrect...to notification of disposition of collateral by an agreement to that effect entered into and **authenticated** after default.(85)

If the collateral is other than consumer goods, Revised Article 9 also...foreclosure only when it resulted in satisfaction of the entire secured obligation, Revised Article 9 **permits** a debtor and secured party to agree to the secured party's acceptance (strict foreclosure...

...to the courts the rules governing the consequences of noncompliance in consumer transactions and explicitly **permits** the courts to "continue to apply established approaches."(117) One might expect a court to...

...to adopt a statutory rebuttable presumption rule or a statutory absolute bar rule.(120) It **approved** these alternatives as part of a larger package of reforms relating to an array of...law process. Beginning with the preparation of preliminary memoranda in 1989 and ending with final **approval** of the U.C.C.'s sponsors in 1998 and final fine-tuning of the...a unique concept, not to be confused with "control" of deposit accounts or investment property. **Compare id.** (sections) 9-105 (explaining control of electronic chattel paper), with **id.** (sections) 9-104 (explaining...**id.** (sections) 9-103(c) (providing for purchase-money security interests in goods and related **software** ); **id.** (sections) 9-102(a)(11) (defining "chattel paper" to include a record or records that...

...becomes the owner of the goods as a consequence of that person's becoming the **owner** . See **id.** (sections) 9-102(a)(44).

(28.) **Id.** (subsections) 9-101 cmts. 4, 9-102 cmts...45.) "'Signed' includes any symbol executed or adopted by a party with present intention to **authenticate** a writing." **Id.** (sections) 1-201 (39) (1995).

(46.) "**Authenticate** " means "to sign" or "to execute or otherwise adopt a symbol, or encrypt or similarly process a record in whole or in part, with the present intent of the **authenticating** person to identify the person and adopt or accept a record." **Id.** (sections) 9-102...

...502(a) (1999) (listing the first three formal requirements); **id.** (sections) 9-510(a) (explaining **authorization** ).

(49.) See **id.** (sections) 9-402(1) (1995).

(50.) A person may file an initial...

...statement or an amendment that adds collateral or adds a debtor only if the debtor **authorizes** the filing. See **id.** (sections) 9-509(a) (1999). The revised Article affords parallel protection...

...statement (e.g., a continuation statement or a termination statement) only if the secured party **authorizes** the filing. See **id.** (sections) 9-509(c). The exception **permits** a debtor to **authorize** the filing of a termination statement if the secured party has failed to file a...

...C. (sections) 9-513(a) or (c) and the termination statement indicates that the debtor **authorized** the filing. **Id.**

(51.) See **id.** (sections) 9-509(b).

(52.) See id. (sections) 9...

...decline speedily in value, or is of a type customarily sold on a recognized market. **Compare** id. (sections) 9-611 (d) (1999), with id. (sections) 9-504 (1995).

(78.) Concerning (i) who is a "debtor" entitled to notification, see ...id. At 1162 & n.286 (who must be given notification); id. at 1171 & n.339 ( **contents** of notification); id. at 1168 & n.318 (timing of notification).

(79.) See U.C.C. (sections) 9-611...

...text imposed a similar duty that was eliminated by the 1972 revisions to Article 9. **Compare** id. (sections) 9-504(3) (1962), with id. (sections) 9-504(3) (1972).

(87.) See id. (sections) 9-611(e) (1999).

(88.) See...

...11(2) (West Supp. 1999).

(97.) See U.C.C. (sections) 9-619.

(98.) See id. (sections) 9-619(c).

(99.) **Compare** id. (sections) 9-505(2) (1995) (providing that the secured party may "retain the collateral in...

...the debtor must agree to the terms of a partial strict foreclosure in a record **authenticated** after default. See id. (sections) 9-620(c) (1999).

(100.) **Compare** id. (sections) 9-505(2) (1995) (providing that a "secured party in possession" may propose to...Article 9 required that the waiver be signed; Revised Article 9 requires that it be **authenticated** . **Compare** id. (sections) 9-505(2), with id. (sections) 9-624(b) (1999).

(114.) Whereas former U.C.C. (sections) 9-507(1...

16/K/8 (Item 3 from file: 148)

DIALOG(R)File 148:Gale Group Trade & Industry DB

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09710754 SUPPLIER NUMBER: 19697901 (USE FORMAT 7 OR 9 FOR FULL TEXT)

**The death of Posadas and the birth of change in commercial speech doctrine: implications of 44 Liquormart.**

Langvardt, Arlen W.; Richards, Eric L.

American Business Law Journal, 34, n4, 483-559

Summer, 1997

ISSN: 0002-7766

LANGUAGE: English

RECORD TYPE: Fulltext; Abstract

WORD COUNT: 37946 LINE COUNT: 03107

... Consumer Council.(43) The case presented a First Amendment challenge to a Virginia statute prohibiting **licensed** pharmacists from advertising the prices they would charge for prescription drugs. Concluding that any First...

...commercial speech than to noncommercial speech.(57) The Court regarded commercial speech as "more easily **verifiable** " than its noncommercial counterpart -- meaning that there was less need for the controlling legal rules...

...are open to question. It seems overbroad to assert that commercial speech is more easily **verifiable** than noncommercial speech.(60) Likewise, the Court's assumption about the special hardness of commercial...Board of

Pharmacy opinion, the Court pointed out examples of government regulation that would be **permissible** under the less-than-full First Amendment protection extended to commercial speech. It saw "no...

...speech.(64) Along a related line, the Court observed that in view of the supposed **verifiability** and hardness of commercial speech, the government could seek to prevent deception by requiring advertisements...

...First Amendment protection for commercial speech. They were particularly concerned that the majority's approach **permitted** "the State to manipulate the choices of its citizens, not by persuasion or direct regulation...i)t would ... be a strange constitutional doctrine which would concede to the legislature the **authority** to totally ban a product or activity, but deny to the legislature the **authority** to forbid the stimulation of demand for the product or activity through advertising on behalf...1989 decision in Board of Trustees v. Fox(103) partially reinforced Posadas by seeming to **approve** courts' use of deference in applying the four-part test.(104) Even more significantly, Fox...about Cincinnati's "categorical ban" and its clear second-guessing of determinations made by regulatory **authorities**, (125) Discovery Network sent very different signals from those sent in Posadas and, to a...

...v. Edge Broadcasting Co.(139) were federal statutes that dealt with radio and television broadcasters **licensed** by the Federal Communications Commission. A longstanding statute barred broadcasters from airing lottery advertisements. A...

...the same statutory scheme, however, allowed a broadcaster to air lottery advertisements if its FCC **license** was for a location in a state that **permitted** lotteries. If the **license** was for a location in a state that did not **permit** lotteries, the general statutory prohibition against airing lottery advertisements would still control.(140)

Edge Broadcasting's radio station had an FCC **license** for Elizabeth City, North Carolina, though the station actually broadcast from another North Carolina community located approximately three miles from the North Carolina-Virginia border. Virginia law **permitted** lotteries, but North Carolina law did not. Therefore, under the applicable federal statutes, Edge Broadcasting...states, it was reasonable to expect advertising ban compliance on the part of aR broadcasters **licensed** for locations in nonlottery states -- regardless of their individual locations within those states and regardless...

...determinations.(154)

Coors filed suit after the Bureau of Alcohol, Tobacco and Firearms refused to **approve** proposed labels and advertisements that disclosed the alcohol content of its beer. The BATF based...of alcohol content, the same statute's provision regarding labels for wine and other spirits **permitted** alcohol content disclosures and even required them concerning wines with high alcohol content.(166) Given...

...44 Liquormart Case

Facts and Procedural History

A Rhode Island statute, applicable to liquor vendors **licensed** in Rhode Island and to manufacturers, wholesalers, and shippers from outside Rhode Island, prohibited advertising state's liquor control administrator fined 44 Liquormart, Inc. (a **licensed** retailer of alcoholic beverages) \$400 upon concluding that one of its advertisements violated the statutory ban.(181)

After paying the fine, 44 Liquormart and another **licensed** liquor

retailer filed a declaratory judgment action on the theory that the statutes violated the...consistent with the thrust of Part IV of the principal opinion.(275) In addition, he **approvingly** cited Justice Blackmun's Central Hudson concurrence, which had argued that when commercial speech restrictions...application that would involve heightened scrutiny. Notwithstanding his dissatisfaction with the four-part test, he **approvingly** noted that Justice Stevens appeared to apply the test in a strict fashion that "could...noncommercial speech. Regulations that suppress the truth are no less troubling because they target objectively **verifiable** information, nor are they less effective because they aim at durable messages. As a result...

...of 'lower value' than 'noncommercial' speech."(351) Justice Thomas then took aim at the greater **verifiability** and hardiness factors: "Nor do I believe that the only explanations that the Court has...

...dissatisfaction with prevailing commercial speech jurisprudence, he asserted that "(t)he degree to which (the **verifiability** and hardiness) rationales truly justify treating 'commercial' speech differently from other speech (or indeed, whether...dollars and I have voted against it every time." The second statement is more readily **verifiable** as true than the puffing of a manufacturer in this specific instance. Not all commercial speech is less readily **verifiable** than political statements. **Verifiability** will depend more on the type of statement made and its circumstances than on its...

...73) Id. at 563, 566. The Court noted that "in recent years, (it had) not **approved** a blanket ban on commercial speech unless the expression itself was flawed in some way...purchase of religious books). The flexible nature of Bolger's tripartite test would appear to **permit** varied levels of protection for commercial speech, with those levels perhaps tied to the Court...

...U.S. 328 (1986).

(90) Id. at 330-33, 344, 348. The statute and regulations **permitted** casino gambling advertisements if they were directed toward nonresident tourists. Id. at 330, 332-33...

...casino gambling itself to remain legal. Id. at 353-54 (Brennan, J., dissenting).

(93) See **id .** at 341-44. **Compare id .** (deferring to judgments of legislature) with, e.g., Central Hudson, 447 U.S. at 566...fact that commercial speech is entitled to substantial First Amendment protection, giving the government unprecedented **authority** to eviscerate constitutionally protected expression." Id. at 352. As later discussion will reveal, the Court...

...the government could have enacted a wholesale prohibition of the underlying conduct that it is **permissible** for the government to take the less intrusive step of allowing the conduct, but reducing...Scalia presumably meant that the Court was preventing the over-protection of commercial speech. See **id .** The **content** and effect of Posadas and Fox nevertheless leave the Court vulnerable to the criticism that...

...The Court also rejected Cincinnati's alternative argument that the commercial newsrack ban was a **permissible** restriction on the time, place, or manner of speech. Valid time, place, or manner restrictions...

...for publications containing predominantly commercial content were prohibited, whereas newsracks for publications containing predominantly noncommercial **content** were allowed. *Id.* at 428-30. Justice Blackmun, who joined the majority opinion, issued a separate concurrence in...116 S. Ct. 1495, 1507-08 (1996) (Justice Stevens again putting forth-this time with **approval** of Justices Kennedy and Ginsburg -- argument he sought to advance ...Edenfield, 507 U.S. at 771-73.

(176) 115 S. Ct. at 2380-81.

(177) **Compare**, e.g., *id.* at 2381 (majority opinion's statements that "(t)his case ... concerns pure commercial advertising, for...

...whatsoever," it contained an exception for price tags or signs that were displayed on a **licensed** vendor's premises but were not visible from the street. *Id.* (Sections) 3-8-7...

...The Court noted in Part VII that although the Twenty-first Amendment "grants the states **authority** over commerce that might otherwise be reserved to the Federal Government, it places no limit...

...was no First Amendment infirmity in a state's ban on sexual exhibitions in premises **licensed** to sell alcohol. See *id.* at 118-19. Larue furnished the basis in 44 Liquormart...the principal opinion, commercial harms refers to consumer injuries resulting from deceptive commercial speech or **comparable** unfairness in the bargaining process. See *id.* at 1507-08. See also *id.* at 1505, 1506-07 (Part III discussion relevant to...

...Those distinctions are the supposedly greater hardiness (due to the underlying profit motive) and greater **verifiability** of commercial expression. *Id.* at 1507-08; Virginia Board of Pharmacy, 425 U.S. at...

...on truthful, nonmisleading commercial speech cannot be explained away" by pointing to the hardiness and **verifiability** factors. 116 S. Ct. at 1507. Part IV of the principal opinion then continued with...

...commercial speech:

Regulations that suppress the truth are no less troubling because they target objectively **verifiable** information, nor are they because they aim at durable messages. As a result, neither the "greater...the Court characterized the underlying activity at issue in the case -- the operation of state- **approved** lotteries -- as a "vice" activity that states of course may prohibit if they so desire...and United States v. Edge Broadcasting Co., 509 U.S. 418 (1993) (each appearing to **approve** or follow deferential approach) with City of Cincinnati v. Discovery Network, Inc., 507 U.S...

...Fox, 492 U.S. 469 (1989), each of which appeared to follow, or at least **approve** the use of, a deferential approach.

(293) 44 Liquormart, 116 S. Ct. at 1522 O...aimed at the content of the speech or the adverse effects allegedly stemming from that **content**. *Id.* at 416 n.11. Therefore, he noted, any such issue would not be decided by...

...lawful activity at all) would be an equally effective method of dampening demand by legal **users**." *Id.* Justice Thomas then observed that "directly banning a product (or rationing ...always be at least as effective in discouraging consumption as merely restricting advertising regarding the **product** would be." *Id.* As a result, he contended, nearly all restrictions imposed for the purpose of discouraging consumption...

...Connor, J., concurring in the judgment).

(327) See 116 S. Ct. at 1521-22.

(328) **Compare id .** at 1505-07 (Part III's contemplation of different degrees of care in applying Central...

...507 U.S. 410, 416 n.11 (1993).

(336) See 116 S. Ct. at 1507. **Compare id .** (stating that when the government restriction on truthful commercial speech is imposed "for reasons unrelated...tobacco use," as well as further purpose of providing important information to users and potential **users** of tobacco **products** ); **id .** (section) 897.32(a)) (black-and-white text only in ads in publications with significant...

...The FDA's partial victory stemmed from the court's holdings that: (1) under the **authority** the Food, Drug and Cosmetic Act gives it to regulate drugs and drug-delivery devices...

...to regulate nicotine and cigarettes, **id .** at \*6, \*51-\*60, \*63; and (2) this statutory **authority** supports the validity of FDA regulations restricting minors' access to cigarettes (such as cigarette display... Osteen ruled that the powFDA by the Food, Drug and Cosmetic Act did not include **authority** to adopt advertising regulations of the sort at issue in the case. **Id .** at \*65...

**16/K/9 (Item 4 from file: 148)**

DIALOG(R)File 148:Gale Group Trade & Industry DB  
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07291523 SUPPLIER NUMBER: 15405554 (USE FORMAT 7 OR 9 FOR FULL TEXT)

**Specificity of subsidy benefits in U.S. Department of Commerce countervailing duty determinations.**

Ragosta, John A.; Shanker, Howard M.

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... Finally, although Commerce has not said so, specificity seems to incorporate some concept of fairness, **permitting** only the offset of those subsidies that do not represent the legitimate functions of government... course, more novel programs are possible. For example, Commerce recently countervailed a government program that **permitted** selected companies to have access to otherwise controlled foreign and private credit.(41) In a...

...justifies this requirement by arguing that it is one facet of the second factor, which **permits** evidence of a government policy to treat industries equally.(49)

1. Administration of the Programs...or group thereof.(70) U.S. countervailing duty law provides, in part, that:

the administering **authority** , in each investigation, shall determine whether the bounty, grant, or subsidy in law or in...

...the statute nor its legislative history, however, provides guidance on how Commerce, as the administering **authority** , is to define "enterprise or industry or group thereof."(72) Moreover, Commerce has not adopted...a Program

If a program does not provide binding industry-specific guidelines for the administering **authority** to follow, Commerce will review



administration of the procedures for **approving** or rejecting benefits applications to determine if the exercise of government discretion can encourage specific...

...come, first-served basis, and requiring the construction of sawmills for the granting of some **licenses**, constituted the exercise of discretion and skewed the allocation of stumpage rights toward lumber producers...down in a tangle of process rather than discussing substance. The trend is for reviewing **authorities** to impose procedural restrictions on Commerce by reviewing all factors even though only one may...that involvement"). Southwick goes on, however, to argue that the specificity test in application has **permitted** subsidies generally perceived by Congress as "unfair" - in particular natural resource subsidies - to escape countervailing...

...natural resource subsidies - as unfair. Thus, once Commerce corrected its specificity methodology in 1986 to **permit** the former types of subsidies to be countervailed, Congress' vigor for modifying or eliminating the...discrete class which has been afforded the benefits of a (bounty or grant"), cited with **approval** in *Roses, Inc. v. United States*, 15 Ct. Int'l Trade 465, 467, 774 F...1985). (148.) See 19 U. S. C. [section] 1677 (5) (B) (1988).

[T]he administering **authority**, in each investigation, shall determine whether the bounty, grant, or subsidy in law or in...infra notes 164-73 and accompanying text, the users of a subsidy benefit should be **compared** to the potential "universe of **users**." *Id.* at 38-42. This new formulation of the discredited inherent characteristics test was roundly criticized...

...49 Fed. Reg. 49,661, 49,662 (Dep't Comm. 1984) (prelim. determ.) (finding at **verification** that only four industries were **authorized** by the government to receive the benefits in question and that therefore this benefit was...supra note 167, at 49. in response to this criticism, respondents unsuccessfully urged, without any **authority** or reasons, that an inherent characteristics rationale was only applicable in a case involving the...total subsidy absorbed by the industry relative to that industry's share of gross national **product** (GNP).

*Id.* (197.) See, e.g., Tarullo, supra note 17, at 563 (concluding that companies with less...

16/K/10 (Item 1 from file: 810)  
DIALOG(R)File 810:Business Wire  
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0025200 BW184

**CANDLE CORP 2: Candle Corp. announces it has added a security interface to its popular CL/MENU product**

October 8, 1986

Byline: Business Editors

...in the new release of CL/MENU, the system can be set to require a **user ID** code and logon password before the facilities of CL/MENU become available. Potential hackers can...

...ACF2m, from SKK Software. These security products are not included in CL/MENU. The security **software** then **compares** the **ID** code and password typed in response to CL/MENU's prompt to a user table.

If the information is correct, access to CL/MENU will be **permitted**, and the CL/MENU screen will come up on the terminal. Without the proper ID...

...MENU designed to operate in the MVS environment, and will be included for all new **licenses**. Distribution of this enhancement is expected to begin 4th Quarter, 1986.

Before CL/MENU, sytem...

?